

LIMITED DATA SET DATA USE AGREEMENT

This agreement is by and between the Agency for Health Care Administration, Florida Center for Health Information and Policy Analysis, hereinafter referred to as the Florida Center, and _____, hereinafter referred to as Requester.

This agreement addresses the conditions under which the Florida Center will disclose and Requester will obtain and use the limited data set specified herein. Requester agrees to abide by the provisions of this agreement in the use of the limited data set obtained from the Florida Center.

1. Description of Data. The following limited data set may be disclosed or used pursuant to this agreement:

2. Purpose of Agreement. Requester represents and, in furnishing the limited data set specified in this agreement, the Florida Center relies upon such representation that the limited data set will be used solely for the following purpose(s):

3. Point of Contact. The Florida Center designates the following individual as the Florida Center's point of contact for this agreement:

BETH EASTMAN
Name of Point of Contact

2727 MAHAN DRIVE, MAIL STOP #16
Street address

TALLAHASSEE, FL 32308
City/ State/ Zip code

(850) 922-3803 (850) 488-1261
Phone number Fax

All correspondence regarding this agreement, including, but not limited to, notification of change of custodianship, uses or disclosures of the limited data set not provided for by this agreement, disposition of the limited data set, and termination of this agreement, shall be addressed to the point of contact.

4. Custodial Responsibility. Requester names the following individual custodian of the designated record set on behalf of the Requester:

Name of custodian

Name of company or organization

Street address

City/ State/ Zip code

Phone number

The custodian shall be responsible for the observance of all conditions of use and for the establishment and maintenance of safeguards as specified in this agreement to prevent unauthorized use. Requester shall notify the Florida Center in writing within fifteen (15) days of any change of custodianship. Notification of change of custodianship shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

5. Permissible Uses and Disclosures. Requester shall not use or further disclose the limited data set specified in this agreement except as permitted by this agreement or as required by federal law. Requester shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use or access to the limited data set.

Requester shall not release or allow the release of the limited data set specified in this agreement to any persons or entities other than as permitted by this agreement.

Requester shall restrict disclosure of the limited data set to the minimum number of individuals who require the information in order to perform the functions of this agreement. Requester shall instruct individuals to whom the limited data set is disclosed of all obligations under this agreement and shall require the individuals to maintain those obligations.

Requester shall secure the limited data set when the data is not under the direct and immediate control of an authorized individual performing the functions of this agreement.

Requester shall not attempt to use the limited data set to track or link an individual's data, determine real or likely identities, gain information about an individual, or contact an individual.

Requester shall make a good faith effort to identify any use or disclosure of the limited data set not provided for by this agreement. Requester shall notify the Florida Center by certified mail, return receipt requested, or in person with proof of delivery within seventy-two (72) hours of discovery of any use or disclosure of the limited data set not provided for by this agreement of which Requester is aware. If applicable, the Requester shall return any record or records that become identified to the Florida Center by certified mail, return receipt requested, or in person with proof of delivery within seventy-two (72) hours of identification. All of other copies of an identified record including a modified, hybrid or merged record shall be immediately destroyed.

A violation of this section shall constitute a material breach of this agreement.

6. Disclosure to Agents. Requester shall ensure that any agents of Requester, including, but not limited to, a contractor or subcontractor, to whom Requester provides the limited data set specified in this agreement agree to the same terms, conditions, and restrictions that apply to Requester with respect to the limited data set.
7. Release of Statistical and Research Results. Subject to the conditions of this agreement, aggregated statistical tabulations and research results derived from the limited data set specified in this agreement may be released or published; however, statistical tabulations or research results that may reveal information about an individual's record or lead to the identification of individuals shall not be published or released.
8. Penalties. Requester acknowledges that failure to abide by the terms of this agreement may subject Requester to penalties for wrongful disclosure of protected health information under federal law. Requester shall inform all persons with authorized access to the limited data set specified in this agreement of the penalties for wrongful disclosure of protected health information.
9. Indemnification. Requester agrees to indemnify, defend, and hold harmless the Florida Center from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this agreement by Requester or agents of Requester to the extent permitted by federal and state law.
10. Disposition of Data. Requester may retain the limited data set specified in this agreement until _____, hereinafter referred to as the retention date. Unless otherwise agreed to in writing,

Requester shall destroy the limited data set and any information derived from its contents, including all copies, modified data, or hybrid or merged databases containing the limited data set, upon the retention date. Requester shall provide the Florida Center with written confirmation of the destruction of the limited data set information. If both parties agree in writing to amend the retention date, Requester shall extend the protections of this agreement and maintain the confidentiality of the limited data set until the amended retention date.

11. Term of Agreement. This agreement shall be effective upon execution by both parties and shall remain in effect until _____ or until terminated by one of the parties. The Florida Center may, by no less than twenty-four (24) hours written notice to Requester, terminate this agreement upon material breach of this agreement. This agreement may be terminated by either party without cause upon thirty (30) days written notice. Notice of termination shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

The terms of this agreement may not be waived, altered, modified, or amended except by written agreement of both parties.

This agreement supersedes any and all agreements between the parties with respect to the use of the limited data set specified in this agreement.

In witness whereof, the Florida Center and Requester have caused this agreement to be signed and delivered by their duly authorized representatives as of the date set forth below.

For Requester

**For the Agency for Health Care
Administration, Florida Center for
Health Information and Policy
Analysis**

Signature: _____

Signature: _____

Print name: _____

Print name: Beth Eastman

Title: _____

Title: Data Dissemination Administrator

Date: _____

Date: _____